

**FILED**AUG 22 2011  
99

**RICHARD W. WIEKING**  
**CLERK, U.S. DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

**IN THE UNITED STATES DISTRICT COURT  
 SAN FRANCISCO, CALIFORNIA**

**MIKE REDFORD**  
**Plaintiff**

**CIVIL ACTION CASE NO.**

**NC**

**CV 11 4145**

v.  
**IRON PLANET INC. &**

**UNKNOWN SELLER INC.**  
**Defendants**

**CIVIL ACTION**

NOW Comes, Plaintiff Mr. Mike Redford and move this honorable Court against Iron Planet Inc. and Unknown Seller Inc. The defendants in the above styled case jointly decided to fraudulently connived to interfere with the Plaintiff rights to take delivery of his trencher T300 as a prima facie case. Which in the words or action of a person of Mr. John McGrew an Iron Planet representative under the instructions of unknown seller that prevented Plaintiff from picking up a T300 Trencher 1999 purchased through Iron Planet Auction. The unknown seller who intentionally create opportunities to double the selling price of his product violated interstate commerce law on his transaction between defendant Iron Planet and Mike Redford , causing plaintiff injuries , actual, special damages and the irremediable injuries done to the person of the plaintiff.

**I. Jurisdiction Statement**

Interstate commerce is federal protected rights to purchase, sale or exchange of commodities, transportation of people, money or goods, and navigation of waters between different states. Interstate commerce is regulated by the federal government under Article I of the U.S. Constitution. The federal government can regulate commerce within a state when it may impact interstate movement of goods and services and may strike down state actions which are barriers to such movement.

**II. The Statement of Claim**

Plaintiff avers that his rights under interstate commerce law was violated when unknown seller refused 4 truck drivers to pick up Trencher T300 Item# 319797 ; Sticker # U82013 ; Serial # JAF0305180 he purchased from Iron Planet. Mr. McGrew an Iron Planet representative stated that the Buyer cannot have access to the unknown seller that the buyer should provide him a truck driver and he will arrange the pickup. The four drivers went to the unknown seller to pick up the Trencher all to no avail. They all came out angry and did not want to talk to the buyer and Mr. McGrew never informed the buyer to explain why the truck drivers should not be allowed to pick up the trencher. One of the trucker was from Florida recommended by Iron Planet. Iron Planet taking control of the arrangement of the shipment of the goods makes it reliable to effectuate the delivery of the goods to the seaport. The oversea shipment paper has been

processed and paid for by the document processing company as per Exhibit "A". The Ocean Freight has been paid for as per Exhibit "B". All the truckers were sent to the unknown seller's site with release document from Iron planet and Document receipt for the ocean freight showing that the Trencher has been paid for and the trencher was heading oversea. That a seller created a frustration of purpose so that he could turn around a double the price of the Trencher T300 violated uniform commercial code and violated buyers federal protected rights under State and Federal guaranteed constitutional rights against discrimination in interstate commerce, contrary to U.S.C.A. First and fourteenth and is therefore, actionable under suits against sureties of prime contractors for failure to effectuates interstate commerce. Plaintiff prays to this honorable court to award reliefs as prayed and to prevent the unknown seller from unjust enrichment.

### **III. Rights under Remedy of Law**

- Seller created impossible condition for the Buyer to pick up his goods. The Buyer could not discharge duty by supervening frustration which was the classic case on impossibility                      in                      Taylor                      v.                      Caldwell.<sup>1</sup>

## **U.C.C. - ARTICLE 7 - DOCUMENTS OF TITLE**

- (a) In this Article, unless the context otherwise requires:

(1) "Bailee" means a person that by a warehouse receipt, bill of lading, or other document of title acknowledges possession of goods and contracts to deliver them.

5) "Delivery order" means a record that contains an order to deliver goods directed to a warehouse, carrier, or other person that in the ordinary course of business issues warehouse receipts or bills of lading. Truckers presented unknown seller with docket receipt and transportation release.

Under state law, it is an unfair or deceptive act or practice to fail to honor a warranty.

<sup>1</sup>. Taylor v. Caldwell, King's Bench, 3 B. & S. 826, 122 Eng. Rep. 309 (1863).

- 4 According to Gordon v Selico<sup>2</sup> it is possible to make a misrepresentation either by words or by conduct. Mr. McGrew Iron Planet representative stated that the Buyer cannot have access to the unknown seller that the buyer should provide him a truck driver and he will arrange the pickup. Among the four drivers that went to the unknown seller to pick up the Trencher, none were able to pick up the trencher. They all came out angry and did not want to talk to the buyer and Mr. McGrew never contact the buyer to explain why the truck drivers should not be allowed to pick up the trencher. One of the trucker was recommended by Iron Planet itself. Iron Planet taking control of the arrangement of the shipment of the goods makes it reliable to effectuate the delivery of the goods to the seaport.
- 5 Fraudulent misrepresentation occurs when unknown seller made representation with intent to deceive and with the knowledge that it is false. The four truck drivers none has the proper document showing authorization to pick up the trencher. An action for fraudulent misrepresentation allows for a remedy of damages and rescission. One can also sue for fraudulent misrepresentation in a tort action.
- 6 The agreement was one on which the promisor should have realized the promise would rely and the agreement induced such reliance by Iron Planet being the only communication to pick up and deliver the goods.
- 7 The promise suffered a loss and the injustice could be avoided only by compensating the promise, the promise may recover reliance damages on the basis of promissory estoppels (Red Owl Case).
- 8 The promise has begun to perform, rather than merely preparing to perform, the court may allow recovery of expectation damages instead of reliance damages, because buyer provided unknown seller with driver to pick up the goods.
- 9 That the contract is Malum Prohibitum and restitutive recovery is available to the relatively innocent party.
- 10 Buyer can sue against sureties of prime contractor. Traditionally, subcontractor could recover against sureties as third-party beneficiaries of payment bonds running to public owners. The modern courts usually allow recovery against sureties under payment bonds running to either public or private owner.
- 11 Termination or variation of third-party beneficiary rights, until promisor beneficiary's rights vest, they can be cut off or varied by mutual agreement of the promisor and promise. Once the third party's rights vest, no agreement between the contracting parties can impair or vary these rights. Iron Planet and Unknown seller do not bar buyers rights.
- 12 Defendant has violated Article 9 of the U.C.C. The defendant has signed and authenticated a security agreement describing the assigned collateral and the assigned collateral must already be in the assignee's possession.

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<sup>2</sup> Gordon v Selico (1986) 18 HLR 219

- (3) Rights, liabilities, and defenses after an effective assignment extinguishes the assigned right in the assignor and sets it up in the assignee.
- (4) That the rights of assignee against assignor are governed by the law that reads into every assignment for consideration four implied warranties by the assignor.
  - (a) That the right assigned actually exists and is subject to no limitations or defense other than those stated or apparent at the time of the assignment.
  - (b) That any document or paper regarding the assignment is genuine and what it purports to be.
  - (c) That the assignor has the right to assign
  - (d) That the assignor will do nothing in the future to defeat the assigned right.
- (5) Under material vs. minor breach, an actual breach of contract at the time performance is due gives rise to an immediate cause of action for damages.
- (6) Response to breach, if the breach is material, the innocent party can sue for damages and let the contract continue or terminate the contract and sue for total breach.
- (7) Performance of a contract will normally be excused when it has been made impossible or impracticable by the occurrence of an event the nonoccurrence of which was a basic assumption on which the contract was made , unless the adversely affected party has assumed (expressly or impliedly) the risk that the vent might occur.
- (8) Frustration: Even if a bargained for performance is still possible, a contract is discharged under the doctrine of frustration, where the purpose or value of the contract has been destroyed by some supervening event that was not reasonably foreseeable at the time of contracting.
- (9) Punitive damages: punitive damages is available, since the breach also constitutes a tort, has tortuous elements, or (sometimes) is fraudulent or outrageous.
- (10) Punitive damages are available where there is a breach of duty of good faith.
- (11) Effective of assignments of future rights, at common law, future rights under an existing contract are generally freely assignable Common law authorities allow assignment of the right to payments expected from a continuing relationship.
- (12) The doctrine of respondeat superior (vicarious liability) states that an iron planet is vicariously liable for tortious acts committed by an unknown seller within the scope of interstate commerce.

#### **IV. Personal Jurisdiction and the related Matters**

Personal jurisdiction is the United States District Court, San Francisco, CA's power to hear a case and enforce its judgment. In personam jurisdiction permits United States District Court, San Francisco, CA to enter a judgment that is personally binding defendants. Other Courts in other states must give full faith and credit to the judgment. In rem jurisdiction permits United States District Court, San Francisco, CA to adjudicate the rights of all possible claimants in a specific contract. The Defendants purposeful availment is found on defendant's interstate commercial activities in Pleasanton, CA 94588, Alameda County. That fair play and substantial justice are not burdensome to the Defendants. That the reasonableness of jurisdiction are:

- (1) Defendant's burden in defending the suit in the forum is not an issue.

- (2) That United States District Court avails itself to the forum of the State's interest in adjudication
- (3) That Plaintiff interest in obtaining convenient and effective relief is unveiled
- (4) That the judicial system's interest in resolving the suit effectively is predisposed and
- (5) That the United States District Court interest lies in furtherance of fundamental substantive social policies.
- (6) Iron Planet Inc. and Unknown Seller Inc are Corporations

A corporation is subject to general jurisdiction in:

- (a) The State of incorporation
- (b) The State in which its headquarters are located if different from state of Incorporation
- (c) States in which it conducts "substantial activity."

That under the diversity of citizenship, on the amount in controversy or costs. United States District Court shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs

Venue generally

- (a) A civil action wherein jurisdiction is founded only on diversity of citizenship may, except as otherwise provided by law, be brought only in reside in the same State.
  - 1. A judicial district where any defendant resides, if all defendants reside in the same State
  - 2. A judicial district in which a substantial part of events or omissions giving rise to the claim occurred, or a substantial part of property that is the subject of the action is situated
  - 3. A judicial district in which any defendant is subject to personal jurisdiction at the time the action is commenced.

The scope of liberty and property procedural due process and the right to a hearing.

Due process clause protects against deprivation of all government benefits, but only of "entitlements" created by state law.

The touchstone for our analysis is the principle that the "First Amendment mandates governmental neutrality between races.

Despite the intuitive importance of official purpose to the realization of establishment Clause values, United States District Court cannot follow Lemon's purpose test , or at least to truncate any enquiry into purpose here. The Defendants may like to argue true "purpose" is unknowable, and its search merely an excuse for defendants to act selectively and

unpredictably in picking out racial practices evidence of subjective intent. The assertions are as seismic as they are unconvincing. Examination of purpose is staple of statutory interpretation that makes up the daily fare of every court in the Country, and governmental purpose is a key element of a good deal of constitutional doctrine. In establishing Clause analysis an understanding of official objective emerges from readily discoverable fact, without any judicial psychoanalysis of a drafter's heart of hearts. The eyes that look to purpose belong to an "objective observer," one who takes account of the traditional external signs that show up in the "test, legislative history, and implementation of the statute, " or comparable official act.

While companies that practice these evils, have failed to show a consistent original understanding of our constitutional rights to every citizen of this State and great Country of ours. They will very much so, like to detract us and from which to argue that the neutrality principle should be rejected, it does manage to deliver a surprise in saying that the deity the framers had in mind was the god of monotheism, with the consequence that some privilege class or corporations in this Country may espouse a tenet of traditional monotheism. This is truly a remarkable view.

Wherefore, the premises considered, plaintiff pray that this honorable court:  
Assume the subject matter and in personam jurisdiction of this cause and set it down promptly  
for a hearing.

Where Plaintiff avers that the actions of the defendants are unconstitutional to wit:

[1]

This Court has both the personal and subject matter jurisdictions of this issue. The defendants are residents of Alameda County or/ and work in Alameda County. The actions taken in this matter emanated from the infrastructure situated in Alameda County, therefore, endeavoring this County and this Honorable Court the right to adjudicate and under its jurisdiction.

[2]

Venue is proper here on the following grounds:

- (a) A civil action wherein jurisdiction is founded on diversity of citizenship may, be brought where the majority of the citizens reside in the same State.
- (b) A judicial district where any defendant resides, if all defendants reside in the same State
- (c) A judicial district in which a substantial part of events or omissions giving rise to the claim occurred, or a substantial part of property that is the subject of the action is situated
- (d) A judicial district in which any defendant is subject to personal jurisdiction at the time the action is commenced.

The defendant's interference must be active as the breach is not required, collective action, whether a person may be a party as minority allows action for tortious breach of contract and majority allows suit for wrongful discharge. The intent is established through intend to cause interference. This is extended to master-servant

cases. In the causation and damages, actual and proximate cause is required. The modern view seems to allow the person to recover for actual and consequential damages, harm to reputation, mental suffering, and punitive damages.

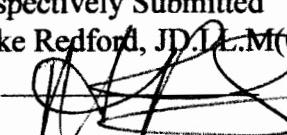
#### V. PRAYERS

- 1) Enter actual judgments in the amount of \$1350.00 as per the Invoice price
- 2) Plaintiff be awarded Trencher T300 1999 without any payment
- 3) Plaintiff be awarded \$10510.00 in ocean freight he has paid
- 4) Plaintiff be awarded Plan Exhibit "A" \$1100.40
- 5) Court cost[ Filing fee \$350, Mailing Cost \$50]
- 6) Time away from work for filing the case and trying to move the goods estimate at 200 hours at \$175/hr
- 7) And for pain & suffering, permanent injuries, mental cruelty and emotional stress,
- 8) Personal damages and financial damages, that this honorable court awards the
- 9) Plaintiffs \$1 million in punitive damages for invidious fraudulent and excessive discrimination and for audacity of malicious breach of contract.
- 10) That this honorable court further grant the Plaintiffs any additional relief to which the plaintiff may be entitled in the premises.

Plaintiff prays further as a matter of circumstance that this honorable court issues an order and demand that the defendants show cause why the prayers of the Plaintiff will not be granted him in thirty [30] working days and judicial disposition of this matter be issued thereafter.

Respectively Submitted

Mike Redford, JD.J.L.M(Criminal Law)

Signature: 

Date: Thursday, August 18, 2011

Certificate of Service

I hereby certify that I have served copies of this Civil Action to IREON PLANET 4695 Chabot Drive, Suite 102, Pleasanton, CA 94588-2756. Phone: (888) 433-5426 Fax: (888) 433-3467. www.ironplanet.com by U.S first class postal service.

Mike Redford, JD/LL.M(Criminal Law)  
Signature: 

Date: Thursday, August 18, 2011

Mr. Mike Redford,  
P.O.BOX 377, Whitehouse. NJ 08888, Phones Cell (202)361-3700,  
drmikeredford@hotmail.com

EXHIBIT C



4695 Chabot Drive  
 Suite 102  
 Pleasanton, CA 94588-2756  
 Phone: (888) 433-5426  
 Fax: (888) 433-3467  
[www.ironplanet.com](http://www.ironplanet.com)

**NOT VALID AS A BILL OF  
 LADING**

**TRANSPORTATION RELEASE (Code: EZOTBB)**  
**Item# 319797 ; Sticker # U82013 ; Serial # JAF0305180**

Please contact an IronPlanet Customer Care Agent at: 888-433-5426 with any questions.

**Buyers / Transporters are responsible for the following:**

- Present this document at the time of pick up.
- Confirm with the site, at least 24 hours in advance, date and time of pick up.
- Bring correct item for loading and transport of item.
- Verify serial number of item as well any attachments at the time of pick up to avoid return shipping costs.
- Pick up item no later than eight (8) business days after auction date to avoid storage fees and/or abandonment.
- Submit required documentation to IronPlanet once item has been received.

**Failure to comply with the above may cause additional charges for the buyer/transporter.**

**Item**

Description: 1999 Case TF300 Trencher  
 Serial # / VIN #: JAF0305180  
 IronPlanet Sticker #: U82013  
 Meter Reading: 1147 Hours

Features Open Operator Station, Wisconsin THD3 Engine, 10" Track Belts, 72" Trencher Bar, Push Blade

**Buyer / Bill Freight to:**

Company: International Auto dealer  
 Contact: Mr. MIKE REDFORD; Ph: 202-361-3700; Cell: 202-361-3700  
 Fax / Email: [drmikeredford@hotmail.com](mailto:drmikeredford@hotmail.com)

**Pick-Up Origin**

Street Address: Please call Pickup Support for location information  
 City, State, Zip: Blountville, TN 37617

Contact: Mr. IronPlanet Pickup Support; Ph: 817-869-8902 Fax: [pickupsupport@ironplanet.com](mailto:pickupsupport@ironplanet.com)

Pick-Up Limitations: NO LOADING DOCK AVAILABLE: Only RGN and trailers with ramps can be used for pickup.  
*Hours: 8am-8pm mon.-Sun.*  
 Please call one day in advance to schedule pickup. You will need a copy of your IronPlanet Release Authorization to pick the item up call 24 hours in advance.

**Delivery**

Trans. Provider:	Freightplus (USA) Inc.
Company:	International Auto dealer
Street Address:	767H Ozoazeke Ave
City, State, Zip:	Lagos, - 20152
Contact:	Mr. MIKE REDFORD Ph: 2023613700;
Fax / Email:	Cell: 202-361-3700 <a href="mailto:drmikeredford@hotmail.com">drmikeredford@hotmail.com</a>
Delivery Limitations:	<i>Loading Dock: No;</i>



LAW  
DRAFT  
REWARD

MIKE REDFORD INC.

1082

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MIKE REDFORD INC.

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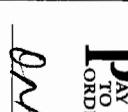
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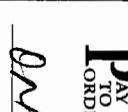
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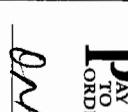
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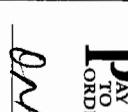
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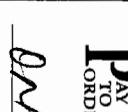
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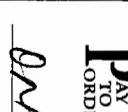
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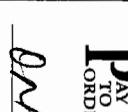
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MIKE REDFORD INC.

1084

PAY PERIOD \_\_\_\_\_ TO \_\_\_\_\_

NAME \_\_\_\_\_



# AfricaCTN-USA

12345 Jones Road, Suite 150  
Houston, Texas 77070

Phone: 281-477-3233  
Fax: 832-592-9309  
email: nigeria@africactn.com  
website: www.africactn.com

## Invoice

Invoice #
1027537

ALL REMITTANCES MUST  
INCLUDE OUR INVOICE  
NUMBER AS REFERENCE

### Bill To

MIKE REDFORD INC.  
MIKE REDFORD  
P.O BOX 377  
WHITEHOUSE, NJ 08888

NOTICE: Since the tariff is in Euros and  
the USD has fallen to the Euro, prices  
have been increased to compensate for  
this fluctuation.

THE CAF IS NOW ALL INCLUSIVE  
OF THE PRICE

	Date	Shipper	POL	Bill Of Lading
	7/28/2011	MIKE REDFORD INC....	Bayonne	HB0L61581

Item	Description	Qty	Amount
RORO <5MT	2001 FORD WINSTAR SE;VIN:2FMZA52401BA02991 "2000 FORD WINDSTAR SE;VIN:2FMZA5245YBB11232 2000 FORD WINDSTAR SE; VIN:2FMZA5245YBB11232" 1999 FORD WINDSTAR LX;VIN:2FMZA5144XBC42068 2002 FORD WINDSTAR LX; VIN:2FMZA51492BBA91241 1999 FORD WINDSTAR LX;VIN:2FMZA5141XBA24041 2000 FORD WINDSTAR LX; VIN:2FMZA5148YBA34650 1999 FORD WINDSTAR SEL;VIN:2FMDA5343XBC54557 2000 FORD WINDSTAR LX;VIN:2FMZA5141YBA04244 1999 FORD WINDSTAR LX; VIN:2FMZA5149XBC22869 2002 FORD WINDSTAR SE; VIN:2FMZA52492BB69335 2000 FORD WINDSTAR LX; VIN:2FMZA5144YBA40235 1999 CASE FT300; SERIAL# JAF0305180	1	102.00
Additional RORO		12	998.40
*****OCEAN FREIGHT MISSING*****			

**PAY IN US DOLLARS**

**Total**

\$1,100.40

Payment of this invoice indicates acknowledgement  
and acceptance of charges therein. Application of  
rates are subject to currency market exchange  
changes.

ALL SALES ARE FINAL.

Wire Transfer Remittance:

Wells Fargo Bank N.A.  
420 Montgomery Street  
San Francisco, CA 94104  
Account Name: AfricaCTN-USA

Account #: 178-7944402  
ACH 111900659  
ABA 121000248  
SWIFT WFBIUS6S